

STATE OF HAWAII
STATE PROCUREMENT OFFICE
HONOLULU, HAWAII

Legal Ad Date: April 17, 1997

INVITATION FOR BIDS

NO. IFB-97-182-O

SEALED BIDS

FOR

FURNISHING

REFUSE COLLECTION SERVICE
FOR
ANIMAL QUARANTINE STATION
DEPARTMENT OF AGRICULTURE

will be received up to and opened at 2:00 p.m.

on

May 7, 1997

in the State Procurement Office, Kalanimoku Building, 1151 Punchbowl Street,
Room 416, Honolulu, Hawaii 96813.

Questions relating to this bid solicitation may be directed to
Mrs. Corinne Higa, telephone (808) 586-0568, facsimile (808) 586-0570.

ROBERT J. GOVERNS, CPPB
Procurement Officer

Name of Company

WAGE CERTIFICATE

(For Service Contracts)

Subject: IFB/RFP No.: _____

Title of IFB/RFP: _____

(To be completed by offeror)

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$5,000, the services to be performed will be performed under the following conditions:

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work; and
2. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Offeror _____

Signature _____

Title _____

Date _____

REFUSE COLLECTION SERVICE
FOR ANIMAL QUARANTINE STATION
DEPARTMENT OF AGRICULTURE
IFB-97-182-O

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: _____

Respectfully submitted,

Telephone No.: _____

Fax No.: _____

Exact Legal Name of Offeror

Payment address, if other than
street address at right:

Authorized Signature (Original)

Title

Hawaii General Excise Tax Lic.
I.D. No.: _____

Street Address

Social Sec. or Federal I.D. No.: _____

City, State, Zip Code

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Offeror is: ___ Individual ___ Partnership ___ Corporation ___ Joint Venture

State of incorporation: Hawaii _____ *Other _____

*If "other", is corporate seal available in Hawaii? ___ Yes ___ No

The following offer is hereby submitted for refuse collection service for the Animal Quarantine Station, as specified herein:

<u>Bid Price Per Cubic Yard</u>	<u>Maximum Cubic Yards Per Month</u>	<u>No. of Months</u>	<u>Total Bid Price</u>
\$ _____	156	12	\$ _____

Percentage of bid price/cubic yard representing labor costs: _____%

Are services to be rendered by company employees similar or equal to public officers and employees listed in the attached employee classification descriptions? Yes _____ No _____

If yes, list similar positions: _____

City and County of Honolulu Refuse Collection License No. _____

Permanent Office Address: _____

Telephone No. _____ (Answering service is not acceptable)

Insurance coverage: (where applicable)

	<u>Company</u>	<u>Policy No.</u>	<u>Agent</u>
Commercial General Liability	_____	_____	_____
Automobile Liability	_____	_____	_____
Workers' Compensation	_____	_____	_____
Temporary Disability	_____	_____	_____
Prepaid Health Care	_____		

Unemployment Insurance: State of Hawaii Labor No. _____

Companies or government agencies for which offeror has provided or is currently providing refuse collection service:

Name, Address, Telephone No.

1. _____
2. _____
3. _____

Offeror _____

SPECIFICATIONS

SCOPE

Contractor shall provide refuse collection and disposal service for the Department of Agriculture's Animal Quarantine Station located at 99-770 Moanalua Road, Aiea, Hawaii, and will provide all labor, transportation, equipment and refuse containers necessary to collect and dispose of refuse in accordance with the specifications, special provisions and general conditions.

CONTAINERS

Quantity - 2
Capacity (minimum) - 3 cubic yards

The containers shall be of metal construction with casters and covers that can be opened and closed easily. Substitution shall be permitted upon written approval of the Officer-in-Charge. All containers shall be uniformly painted. Contractor shall maintain an ample supply of spare containers to serve as replacement or additions in order that refuse can be handled without delay.

EQUIPMENT

Vehicles and equipment used by Contractor to collect and remove the refuse shall at all times be clean and well-maintained, both mechanically and in appearance. All equipment used to collect and remove refuse shall be covered to prevent littering.

MAINTENANCE OF CONTAINERS

As needed, all containers shall be cleaned, and movable parts (hinges, casters, etc.) oiled. Equipment, water and materials needed to perform maintenance shall be furnished by the Contractor.

Containers shall be kept in good repair and appearance at Contractor's expense. Any container deemed by the Officer-in-Charge to be undesirable shall be replaced in an acceptable container on or before the next scheduled pickup.

COLLECTION SCHEDULE

Frequency - Six (6) days per week
Schedule of Service - Monday through Saturday
Pickup Time - Prior to 9:00 a.m.
Pickup Location - To be designated by Station Manager

Through the Officer-in-Charge, Contractor shall coordinate with outgoing Contractor (if different) for removal and placement of refuse containers so that the State agency will not have an interruption in service.

Hours of collection scheduled for holidays and vacation shall be at the discretion of the Contractor.

Contractor shall adhere to the schedule as approved.

The containers shall be emptied completely during collection with a minimum of spillage of dust or solids. Areas shall be left broom clean, free of any debris and rubbish. Contractor agrees to pick up trash and debris that is discharged from the containers or the dump truck during transfer of refuse from the containers to the truck. Empty refuse containers shall be replaced at their stations in a condition which will be safe and accessible to the users.

If for any reason collection is not made as scheduled, the appropriate fee for non-collection shall be deducted before payment is made.

DISPOSAL OF REFUSE

The Contractor shall dispose of all refuse collected by transporting to disposal sites that meet the requirements of local ordinances and regulations applicable to refuse disposal.

SPECIAL PROVISIONS

SCOPE

Work included in this agreement shall consist of furnishing refuse collection service for the Department of Agriculture's Animal Quarantine Station, all in accordance with these Special Provisions, the attached Specifications, and the General Terms and Conditions dated September 1, 1995 and included by reference. Copies of the General Terms and Conditions are available at the State Procurement Office, Room 416, 1151 Punchbowl Street, Honolulu, Hawaii 96813.

OFFICER-IN-CHARGE

For purposes of this contract Dr. Dewey V. Sturges, Operations Supervisor, is designated Officer-in-Charge. The telephone number at which he may be reached is 483-7100.

TERM OF CONTRACT

Contractor shall enter into a contract for furnishing refuse collection service for a twelve-month period beginning on July 1, 1997 and ending June 30, 1998.

Unless terminated, contract shall be extended for not more than two (2) additional twelve-month periods without the necessity of rebidding, upon mutual agreement in writing at least sixty (60) days prior to expiration, provided the bid price per cubic yard remains the same or as adjusted in accordance with the price adjustment provisions below and/or by State initiated contract modifications. Any contract extension must be executed by the Contractor no less than twenty-five (25) days prior to scheduled date of termination, otherwise the requirement must be rebid.

The Contractor or the State may terminate the extended contract at any time upon sixty (60) days prior written notice.

Offeror QUALIFICATIONS

Contractor shall have a permanent office location from where he conducts business and where he will be accessible to telephone calls for complaints or requests that need immediate attention. An answering service is not acceptable. Permanent office location shall be stated on Offer Form, page OF-2.

MULTIPLE OR ALTERNATE BIDS

An offeror may submit only one bid in response to a solicitation. If an offeror submits more than one bid in response to a solicitation, then all such bids will be rejected.

Similarly, an offeror may submit only one bid for each line item (if any) of a solicitation. If an offeror submits more than one bid per line item, then all bids for that line item will be rejected.

BID PREPARATION

Offer Form, Page OF-1. Offeror is requested to submit its offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If Offer Form, page OF-1, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the offeror's intent to be bound.

Site Inspection. Prior to submittal of an offer, offerors may inspect the location to thoroughly familiarize themselves with existing conditions, and the extent and nature of work to be performed. No additional compensation, subsequent to bid opening, will be allowed by reason of any misunderstanding or error regarding site conditions or work to be performed.

Offeror inspection is not mandatory; however, submission of offer shall be evidence that the offeror understands the scope of the project and will comply with specifications herein if awarded the contract. Offerors must contact the Officer-in-Charge to arrange for an inspection date and time.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS), and vendors are advised that they are liable for the Hawaii General Excise tax (GET) at the current 4% rate. If, however, an offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Tax Equalization Provision. For evaluation purposes, pursuant to Section 103-53.5, HRS, as amended, the price offer submitted by an offeror not liable for the GET under this solicitation, shall be increased by the current rate of the GET. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Bid Price. Bid price shall include labor, equipment, transportation, all applicable taxes and any other costs incurred to provide services specified. Bid price per cubic yard shall be applicable to additional service as requested by the State.

Tax Clearance. An **original or certified copy** of a tax clearance issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) must be submitted with offeror's sealed offer by the due date and time. The tax clearance shall be obtained on the attached two-part **Tax Clearance Application (Form A-6)** that combines DOTAX and IRS tax clearances.

The application may be mailed in or walked in to either the DOTAX or the IRS. The addresses for DOTAX and IRS district offices are listed on Form A-6. There is limited walk-in service at IRS Maui and Hawaii district offices, and none on Kauai.

The DOTAX and IRS encourage the use of their mail-in service, in lieu of walk-in service. It is recommended that the application be mailed to DOTAX where it will be processed and forwarded to the IRS. The process should be completed within twenty-one (21) calendar days. Use of the walk-in service may result in waiting in line at both agencies.

For offeror's information, the tax clearance is valid for forty-five (45) days. If the DOTAX approves a tax clearance certificate on one date and the IRS approves it on another date, the 45-day period will begin with the later date.

The tax clearance submitted with the sealed offer must be valid on the solicitation legal ad date or any date thereafter up to the offer due date. A valid tax clearance received with the offer will remain valid for the contract award.

For the purpose of this solicitation a completed SPO Form TEMP B, "Certification for Tax Clearance" can be submitted with the offer in place of the DOTAX Form A-6, if a tax clearance cannot be obtained in time to include it with the sealed offer. See attached pink NOTICE for the SPO Form TEMP B. However, prior to award, the successful offeror(s) must submit the tax clearance.

NOTE: The above tax clearance requirement is in addition to the existing requirement for final payment. Refer to the special provisions on INVOICING below for information on the tax clearance requirement for final payment.

Offer Guaranty. An offer guaranty is not required for this IFB.

Refuse Collection License. At time of the offer and throughout the contract period, Contractor must have an active City and County of Honolulu (C&C) Refuse Collection License on file with the C&C License Division. If Contractor fails to keep such license active during the contract period, contract shall be subject to cancellation. Offeror shall provide license number on Offer Form, page OF-2.

References. Each offeror shall provide the names and addresses of companies or government agencies, for which refuse collection service was or is being provided and who can attest to the reliability of the offeror's service and/or personnel. The State reserves the right to contact the references to inquire about past job performance.

Insurance. Offeror shall provide insurance information as requested on Offer Form, page OF-2.

STATUTORY REQUIREMENTS OF SECTION 103-55, HAWAII REVISED STATUTES (HRS)

Refer to Section 2.8 of the General Terms and Conditions. Offeror shall complete and submit the attached wage certification by which the offeror certifies that the services required will be performed pursuant to Section 103-55, HRS.

Offerors are advised that Section 103-55, HRS, provides that the services specified herein shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Offerors are further advised that in the event of an increase in wage rates to public employees performing similar work during the contract period, Contractor will be obliged to provide wages no less than those increased wages.

Contractor shall be further obliged to notify its employees performing work under this contract of the provisions of Section 103-55, HRS, and of the current wage rate for public employees performing similar work. The Contractor may meet this obligation by posting a notice to this effect in the Contractor's place of business accessible to all employees, or the Contractor may include such notice with each paycheck or pay envelope furnished to the employee.

To assist the offeror in determining whether the work his employees are to perform under this contract is similar to that performed by public employees, attached are class specifications for the following State positions that perform refuse collection service duties. Effective January 1, 1995, the basic hourly wages paid to the following State positions are:

<u>Class</u>	<u>Hourly Rate</u>
Public Facilities Refuse Collector - BC-04	\$10.38
Refuse Collector - BC-05	10.81
Truck Driver - Laborer - BC-05	10.81
Refuse Collector - BC-06	11.24
Truck Driver - BC-06	11.24
Heavy Truck Driver - BC-07	11.71
Refuse Collection Crew Leader - BC-09	12.94

Accordingly, offeror should consider the aforementioned wage rates when preparing his/her quote.

CONTRACT ADJUSTMENT PURSUANT TO SECTION 103-55, HRS

At the release of this offer solicitation, only the current wages of State employees performing similar work are known. Should their wages increase during any period of this contract, including supplements, the Contractor may request for an increase in contract price. The increase requested must result in a wage increase to the Contractor's employees performing the work herein, including any increase in costs for benefits required by law that are automatically increased as a result of increased wages, such as federal old age benefits, workers' compensation, temporary disability insurance, unemployment insurance, and prepaid public health insurance.

Contractor's request for increase must meet the following criteria:

1. At the time of a request, Contractor must provide documentation to show that he is in compliance with Section 103-55, HRS, i.e., its employees are being paid no less than the known wage of the State position listed herein. Documentation shall include the employees' payroll records and a statement that the employees are being utilized for this contract.
2. At the time of bidding, the Contractor must have specified on the appropriate Offer Form page, the percentage of the bid price per cubic yard that represents labor costs. If Contractor fails to specify the percentage, the Contractor's request for increase will not be considered.
3. Request for increase must be made in writing to the State Procurement Office on a timely basis.
 - a. Request for increase for the initial contract period must be made as soon as practicable after the State wage agreements are made public. Approved request will be retroactive to the date of increase for the State employee.
 - b. Request for increase for a supplemental period of the contract must be made prior to the start of the supplement. Contractor is to call the Purchasing Specialist named on the cover of this Invitation for Bids to obtain the current wage information.

If the Contractor meets the above criteria in its request for contract price increase, the following formula shall be used to calculate the increase:

First Increase: $WI = (XY) (Z) + FB$

Subsequent Increase(s): $WI = AZ + FB$

whereby, WI = Dollar amount increase in bid price per cubic yard due to increase in State wages;

X = Original contract price per cubic yard;

Y = Percentage of bid price per cubic yard designated by Contractor as representing labor costs;

Z = Percentage increase in wages paid to State employees performing similar work;

FB = Additional costs for those benefits required by statute, directly related to the allowed increase in wages paid to Contractor's employees;

A = That portion of the contract amount representing wages (this amount is X times Y plus any increase(s) in contract price per cubic yard resulting from increase in State wages).

The increase shall be reflected in either a contract modification or in the supplemental agreement issued for any extended period of the initial contract.

Until July 30, 1997, the HPOWER disposal charges are known. Therefore, Contractor will not be allowed an HPOWER disposal charge increase until after July 30, 1997. If unanticipated City and County of Honolulu (C&C) landfill/disposal charges (other than known HPOWER increases) are enforced by the C&C, the Contractor may request adjustment(s) to the contracted bid price per load, subsequent to bid opening provided the request is made in writing to the State Procurement Officer. Documentation of landfill/disposal fee increase(s) satisfactory to the State Procurement Officer must be submitted with the request.

$$[(N - O) \div 2000] \times W \times C$$

The increase shall be reflected in either a contract modification or in the supplemental agreement issued for any extended period of the initial contract.

Offerors shall include the C&C recycling fund surcharge in their bid prices. No increase will be allowed to the Contractor based on the 6% surcharge on the current C&C landfill/disposal fee of \$55.25/ton. If the C&C does increase the recycling fund surcharge, the following formula shall be used to calculate the increase per cubic yard:

whereby,

- R = C&C refuse disposal rate per ton
- I = % increase to C&C recycling surcharge
- 2000 = Pounds per ton
- W = Pounds per cubic yard refuse (125 lbs. per cubic yard will be used)
- C = Cubic yards per container

Offerors shall include the State's solid waste management surcharge in their bid price. The current surcharge is 25 cents per ton of disposed solid waste. If there is a future increase for this surcharge, the adjustment per cubic yard shall be based on the following formula:

whereby,

- I = Amount of the State's solid waste management surcharge increase per ton
- 2000 = Pounds per ton
- W = Pounds per cubic yard refuse (125 lbs. per cubic yard will be used)
- C = Cubic yards per container

PRICE ADJUSTMENT BY THE STATE

Change in Number of Pickups or Containers. The total contract price is based on the maximum amount of refuse to be generated per contract period. If an increase in refuse is generated as to necessitate additional pickups or containers, the bid price per cubic yard shall be used to compute the additional cost. If there is a decrease in refuse generated whereby reducing the number of pickups or containers, the bid price per cubic yard shall apply in adjusting the contract dollar amount. Such increases and decreases shall be made only upon authorization of the Officer-in-Charge.

Emergency Calls. Contractor agrees to make unscheduled collections, when requested. Such "emergency calls" shall be completed within twenty-four (24) hours after notification. Bid price per cubic yard will be used as the basis for charges for "emergency calls", provided such charges are modified by mutual agreement at the time of the emergency to account for additional expenses, if any, incident to making a special pickup and/or providing extra containers.

METHOD OF AWARD

Award, if made, will be to the responsible offeror submitting the lowest total sum bid price.

Prior to awarding contract, the State will require certification of the following insurance coverage:

Worker's Compensation
Temporary Disability
Unemployment Insurance
Prepaid Health Care

CONTRACT EXECUTION

Successful offeror receiving award of \$10,000 or more shall be required to enter into a formal written contract. No contract security is required for this contract.

No work is to be undertaken by the Contractor prior to the commencement date. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the starting date.

If the options to extend for the additional twelve-month periods are mutually agreed upon, Contractor shall be required to execute a supplement to the contract for each additional period. Contract extension must be executed by the Contractor no less than twenty-five (25) days prior to scheduled date of termination, otherwise the requirement must be rebid.

LIABILITY INSURANCE

Contractor shall maintain insurance acceptable to the State in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by the Contractor shall provide the following limit(s) and coverage(s):

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (occurrence form)	\$300,000 combined single limit per per occurrence for bodily injury and property damage
Comprehensive Automobile Liability	BI: \$100,000 per occurrence PD: \$ 50,000 per occurrence

Each insurance policy required by this contract shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Accounting and General Services, State Procurement Office, P. O. Box 119, Honolulu, Hawaii 96810-0119."
2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

Each insurance policy shall be written by insurance companies licensed to do business in the State or meet Section 431:8-301, Hawaii Revised Statutes, if utilizing an insurance company not licensed by the State of Hawaii.

The Contractor agrees to deposit with the State of Hawaii, on or before the effective date of this contract, certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefor on deposit with the State during the entire term of this contract. Upon request by the State, Contractor shall furnish a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

INVOICING

Contractor shall submit a monthly invoice, original and three copies, for services rendered to:

Department of Agriculture
Inspection and Quarantine Branch
99-770 Moanalua Road
Aiea, HI 96701

All invoices shall reference the contract number assigned to the contract.

Charges for extra pickups, extra bins, etc., not specified in the Service Schedule or not added to the contract by Change Order, shall be submitted on a separate invoice and will be paid for by purchase order. In particular, charges for emergency services shall be invoiced in this manner.

The tax clearance submitted with Contractor's invoice for final payment now requires both DOTAX and IRS approvals. The clearance submitted earlier is not acceptable for final payment purposes. Contractor must obtain a new tax clearance from DOTAX and IRS and it must be an original (certified copy is not acceptable), not over 45 days old, with box 3.a. of the **Tax Clearance Application (Form A-6)** completed for a specific contract, purchase order, or job number.

PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or performance of the services to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any offer submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State, after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

RE-EXECUTION OF WORK

Contractor shall re-execute any work that fails to conform to contract requirements and shall immediately remedy any defects due to faulty workmanship by the Contractor. Should Contractor fails to comply, the State reserves the right to engage the services of another company to perform the services and to deduct such costs from monies due to the Contractor.

REMOVAL OF CONTRACTOR'S EMPLOYEES

Contractor agrees to remove any of its employees from services rendered to the State, upon request in writing by the contracting office.

LIQUIDATED DAMAGES

Refer to Section 6.12 of the General Terms and Conditions. Liquidated damages is fixed at the sum of TWENTY-FIVE DOLLARS (\$25.00) per container for each and every calendar day the Contractor delays in the completion of any item of his contract after the required date of said completion.

RIGHTS AND REMEDIES FOR DEFAULT

In the event the Contractor fails, refuses or neglects to perform the services in accordance with the requirement of these Special Provisions, the Specifications, and General Terms and Conditions herein, in addition to the recourse stated in Section 6 of the General Terms and Conditions, the State reserves the right to purchase in the open market, a corresponding quantity of the services specified herein and to deduct from any moneys due or that may thereafter become due the Contractor, the difference between the price named in the contract and the actual cost thereof to the State. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the State. The State may also utilize all other remedies provided by law.

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules.

General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.